

**CONTRACT FOR PROFESSIONAL DESIGN SERVICES**  
**WELL SITING STUDY**  
Contract No. 2016-18

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Clear Creek Associates, 6155 East Indian School Road, Suite 200; Scottsdale, AZ 85251.

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide materials and/or services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

PROFESSIONAL SERVICES-WELL SITING STUDY

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor the compensation described in Exhibit A. Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than \$50,000; otherwise City Council approval is required.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated in this Contractor by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C. [OPTION: If no insurance required, replace sentence and type "Reserved.]"
5. Contract Term: The Contract term is for an initial period of three (3) years commencing on \_\_\_\_\_, 2016 and continuing through \_\_\_\_\_, 2019.
6. Renewal: This Contract may be renewed or extended for an additional two (2) one (1) year extensions by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice. Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Damian Gallegos  
City of Flagstaff  
211 W. Aspen

To Contractor:

Clear Creek Associates  
6155 E Indian School Road, Suite 200  
Scottsdale, AZ 85251

Flagstaff, Arizona 86001  
dgallegos@flagstaffaz.gov

Marvin Glotfelty  
mglotfelty@clearcreekassociates.com

With a copy to:

With a copy to:

Damian Gallegos

Marvin Glotfelty

8. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

\_\_\_\_\_  
Print name:\_\_\_\_\_

Title:\_\_\_\_\_

CITY OF FLAGSTAFF

\_\_\_\_\_  
Print name:\_\_\_\_\_

Title:\_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued:\_\_\_\_\_, 20\_\_\_\_

